5.10 The foregoing remedies are in addition to, and not in lieu of any remedies available to Buyer.

5.8 Unless a longer period is set forth on the face of the Purchase Order, Seller’s warranty shall be effective for a period of two (2) years from the date of delivery to Buyer.

5.6 The initial inspection performed by Buyer upon receipt of Goods is a conditional acceptance, and Buyer’s failure to inspect such Goods within a reasonable time shall not constitute a waiver of the Buyer’s rights under this Section 5.6. Seller shall conduct all inspections in accordance with Buyer’s Quality Assurance Program and the Buyer’s technical specifications. Buyer’s inspection of Goods shall not relieve Seller of its obligations under this Agreement. Buyer’s rejection of Goods shall be given in writing to Seller within ten (10) days from the date of delivery. If the Goods are not rejected, they shall be deemed accepted.

5.7 If Buyer accepts the Goods, Buyer’s acceptance shall be in writing and received by Seller within ten (10) days from the date of delivery. Buyer’s failure to so notify Seller within such period shall be deemed an acceptance of the Goods.

5.5 Goods of potentially hazardous materials shall be properly packaged and forwarded by Seller to Buyer. The cost of packaging shall be borne by Seller. Seller shall provide a packing list, a list of hazardous materials, and an accompanying hazardous materials data sheet with each shipment. Seller shall ensure that the Goods are properly packaged and secured in such manner as to ensure that they reach their destination in good condition. No separate payment will be made for any packing materials, except what is otherwise specified in the Purchase Order or subsequently agreed in writing by Buyer.

5.4 Good supplied or Services rendered shall be delivered to Buyer at the location specified in the Purchase Order. Seller shall be responsible for delivery and transportation costs. Time is of the essence for delivery of the Goods or Services. Buyer’s right to reject Goods or Services that are not delivered in accordance with the terms of the Purchase Order shall not constitute acceptance of Seller’s terms and conditions for future sales.

5.3 Seller shall be responsible for the proper receipt, handling, and storage of Goods being delivered, including but not limited to the need for proper facility and equipment. Seller shall be responsible for any damages or losses to the Goods resulting from improper handling, storage, or transportation. Seller shall be responsible for the cost of redelivery of the Goods.

5.2 Seller shall ensure that the Goods are properly inspected by Buyer and that Buyer accepts the Goods as delivered. Buyer’s acceptance of the Goods shall not relieve Seller of its obligations under this Agreement. Buyer’s rejection of Goods shall be given in writing to Seller within ten (10) days from the date of delivery.

5.1 If Buyer accepts the Goods, Buyer’s acceptance shall be in writing and received by Seller within ten (10) days from the date of delivery. Buyer’s failure to so notify Seller within such period shall be deemed an acceptance of the Goods.

4.5 Seller shall not use, in the manufacture of or in the Goods, substances defined in Buyer’s Environmental Requirements T-494097 (a copy of which is available on request) or defined by Article 1 of EC Directive 90/682/EEC as hazardous substances. Seller shall comply with all requirements set forth in European regulations including, but not limited to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, product safety, environmental protection, the sale and use of materials, production, use, and disposal of goods, and any other applicable legislation and regulations.
10.4 Buyer may set off against any sums due to the Seller whether under this Contract or otherwise any lawful set-off or counterclaim to which buyer and/or its affiliated companies may at any time be entitled.

11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer and Seller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer’s right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:
12.1 In case of non-performance due to Force majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.
12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force majeure event on the performance of its obligations.

13. TERMINATION:
13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.
13.2 Buyer may without intervention of any judicial authority immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least ten (10) years after the last delivery of the Goods.

15. TRADEMARKS AND TRADEMARKS:
Any reference to the name of Buyer or to any of Buyer’s trade names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:
16.1 The Purchase Order shall be governed by the laws of The Netherlands.
16.2 The Uniform Act in respect of the conclusion of International Purchase agreement of moveables (CISG) and the Uniform Act in respect of the International Purchase of moveables (L.U.V.I.) are expressly excluded.
16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and Buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Court at Hengelo in The Netherlands shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any direct product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anticorruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or to the performance of Seller’s obligations to provide Goods and/or Services in relation to any Purchase Order (“Anti-Corruption Laws”) and not take any action or permit, authorize or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller’s data is treated securely in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer’s Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer’s Website at and as appropriate, in Buyer’s Global Supplier Quality Manual (GMS-1004255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer’s Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

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